

**CITY OF GREENVILLE
STATE OF SOUTH CAROLINA
REQUEST FOR PROPOSALS**

RFP NO. 16-3532



PARK CONCESSIONS

DUE: MAY 19, 2016

2:00 PM



CITY OF GREENVILLE, SC

REQUEST FOR PROPOSALS

RFP NO. 16-3532

SEALED PROPOSALS will be received in the Purchasing Division, 7th Floor, City Hall, 206 South Main Street, Greenville, South Carolina until 2:00 P.M. ET, May 19, 2016. All qualified consultants/firms are invited to submit proposals to the City of Greenville for the following:

Park Concessions

The City encourages the use of recycled paper products and double sided print. The City discourages the use of plastic products including 3-ring binders, plastic folders, etc. for all submissions.

SUBMIT: One (1) unbound original and five (5) bound copies of all requested documentation must be received on or before 2:00 P.M. ET, May 19, 2016.

ADDRESS TO: City of Greenville
Purchasing Division
City Hall, 7th Floor
Attention: Kelly Whitfield

MAILING ADDRESS: P. O. Box 2207, Greenville, South Carolina 29602

OFFICE ADDRESS: 206 South Main Street, Greenville, South Carolina 29601

E-MAIL: kwhitfield@greenvillesc.gov

MARK OUTSIDE: “RFP NO. 16-3532 – Park Concessions”

DEADLINE ENFORCED

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR’S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSAL. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. E-MAIL, TELEPHONE, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

Any offer submitted as a result of this RFP shall be binding on the offeror for **NINETY (90)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the City of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP or the matter shall be waived.

Proprietary and/or Confidential Information

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal. All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. *All information not so denoted and identified shall be subject to disclosure by the City.*

OFFERORS ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP.

This Request for Proposal is being issued by the City of Greenville Purchasing Division. Direct all questions or request for clarification of this RFP to e-mail kwhitfield@greenvillesc.gov.

Offerors are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal.

Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for Proposal will be posted on the City of Greenville website at:

<http://www.greenvillesc.gov/bids.aspx>

All Offerors should consult this website for updates before submitting bids.

THE DEADLINE FOR QUESTIONS IS: 2:00 P.M., MAY 10, 2016

The City of Greenville reserves the right to reject any or all proposals, or any parts thereof, waive informalities, negotiate terms and conditions, and to select an Offeror that best meet the needs of the City of Greenville and its employees.

Current E-mail Address Required

All proposals submitted shall include a current e-mail address. Once selected, Notice of Award shall be posted on the City's website; and Notice of Award, and notices of non-award, shall be sent to all proposers via e-mail. No hard copy notices will be sent via regular mail.

Policy Concerning Minority and Woman Owned Business Enterprises

Intent

Business firms owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist woman- and minority-owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that woman- and minority-owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process.

Goal for Participation

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a contractor to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. However, a specific expectation has not been set for this contract.

Preference in Scoring Proposals

In making procurement decisions which require written evaluations using weighted factors on a 100 point scale, M/WBEs submitting bids or proposals shall receive five additional points in the evaluation.

Required Forms

Firms submitting proposals are required to include OMB Forms 5A and/or 5B, as appropriate. These forms can be found at the end of the General Conditions Section of this document.

Compliance with the South Carolina Illegal Immigration Reform Act

Any contractor entering into a service contract with the City of Greenville must certify to the City of Greenville that the contractor intends to verify any new employees' status, and require any subcontractors or sub-subcontractors performing services under the service contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

Protest of Solicitation or Award

Solicitation - Section 2.4. A. of the City of Greenville Procurement Policy allows any prospective bidder, Offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the Purchasing Administrator within ten (10) calendar days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is

applicable, or any amendment thereto. Any protest shall be in writing, submitted to the Purchasing Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

Award - Section 2.4. B. of the City of Greenville Procurement Policy allows any actual bidder, Offeror, contractor who is aggrieved in connection with the intended award or award of a contract to protest to the City Manager within ten (10) calendar days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to the City Manager, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

Firms should also be aware that, should a contract be awarded, the City will require reports of the utilization of any minority business enterprises to be filed along with requests for payment. The City reserves the right to audit accuracy of the utilization reports that are filed.

Proposals that are not signed will not be accepted as complete and shall not be considered. Proposals must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the offeror.

The words "Bidder", "Offeror", "Consultant", "Proposer", "Vendor", and "Contractor" are used interchangeably throughout this bid, and are used in place of the person, firm, or corporation submitting a bid.

Dated at Greenville, South Carolina, this 28 day of April, 2016.

By: Kelly Whitfield
Kelly Whitfield, Buyer
City of Greenville, South Carolina

Reviewed By:

DJS
Purchasing Administrator

Jeff Bellock
Zoo Administrator


4-29-16
Date

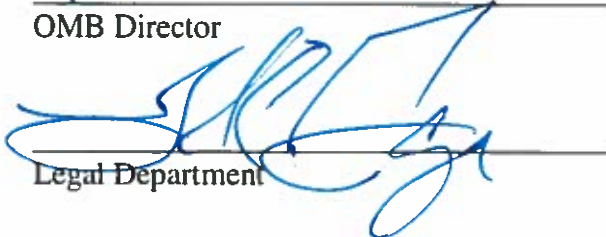
4/28/2016
Date


Risk Manager


Date


OMB Director


Date


Legal Department


Date

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Park Concessions Request for Proposals RFP No. 16-3532

1.0 INTRODUCTION

The City of Greenville Parks and Recreation Department (“Department”) is requesting proposals from qualified and competent concessionaires to operate concession services to park patrons in Cleveland Park at the Greenville Zoo. The Department is seeking an operation that best demonstrates the ability to provide innovative, affordable, safe and reliable services to park patrons while paying reasonable concession fees to the Department. You are encouraged to offer services and/or products that would be complimentary to the existing uses of the park. Vendors are required to provide portable/mobile concession units. The selected concessionaire will be required to operate the facility as outlined in the scope of services.

The contract will be administered by the City of Greenville Zoo Administrator or designee.

2.0 SCOPE OF SERVICES

2.1 Summary

- a. Vendor shall be on-site during regular Zoo operating hours and/or peak times of Zoo business as determined by the Department Administrator. The City may demand such proposed services at other locations from time to time and during City events which may include but not be limited to Gower Park, Timmons Park and Legacy Park. No more than one other location would be serviced on any given day.
- b. Concessions at the Zoo may consist of a menu that includes a variety of shaved ice and/or ice cream treats, snack food, candy bars, bottled water, sports drinks, hot chocolate (seasonal), and/or other items as may be agreed upon by and between the vendor and the Administrator and/or his designee.
 - i. City events located at such Parks as described above, may include traditional grilled items such as hot dogs, chicken and hamburgers, baked goods and hot and cold beverages and/or other items as may be agreed upon by and between the vendor and Department Administrator.
 - ii. Preference is given for proposals offering interesting foods, gourmet foods or ethnic foods and on quality products offered in an attractive, appealing manner.
- c. Vendor shall be responsible for clean-up of an area within thirty (30) feet of its station.
- d. Vendor will provide two (2) large trash/recycling receptacles for use by their customers. Vendor shall place receptacles near their station for the use of patrons, and shall ensure that such receptacles are neat and clean at all times, and do not unreasonably attract insects or other pests.

- e. Vendor shall not operate in the Zoo after 5:30 on Sundays, from March 15th through June 15th, without permission from the Department Administrator.
- f. Vendor shall not be allowed to operate during special events at the City Zoo in Cleveland Park (e.g. Boo in the Zoo, Art in the Park, etc.) without permission of the Department Administrator.
- g. Vendor shall place its operation in a location set forth by the Department Administrator.
- h. Vendor employees shall be at least seventeen (17) years of age, shall have a clean South Carolina Law Enforcement Division background check, shall be clean and presentable, shall have a uniform identifying them as employees, and shall conduct themselves with courtesy and decorum.
- i. Vendor shall not serve or sell any item in a glass container. Styrofoam is discouraged and must be approved by the Department Administrator prior to use.
- j. Vendor shall not sell, or offer for sale, any gum, alcohol or tobacco products.
- k. Vendor shall not use music, sound generating or amplifying devices, lights, or other such similar equipment to attract customers without permission from the Department Administrator.
- l. Vendor shall not use engines, motors, generators or other equipment that exceeds 65 decibels, or that otherwise is so loud as to, in the reasonable opinion of the Administrator, disturb or have a negative impact upon patrons or the shelters or playground associated therewith, without the permission of the Department Administrator.
- m. Vendor shall perform other services as reasonably set out in the Proposal, if so agreed by both parties.

2.2 Special Provisions

- a. No gas, coal, charcoal or similar portable cooking equipment is permitted inside or outside the Premises unless the prior written approval of the Department has been obtained.
- b. Please check the existing electrical capacity of the concession site to make sure there is sufficient electrical capacity for your equipment. Please do not use multiple extension cords or multi-plug adapters to attempt to use too much electrical equipment. If you are not certain of the electrical capacity available at a park site, then you are advised to seek the opinion of a qualified electrician.
- c. The Vendor must supply the appropriate fire extinguisher as may be required on some carts, vans, trailers, etc.
- d. No vending machines may be installed by the Vendor.
- e. There is no overnight storage for vendor equipment in the park. Equipment must be moved daily.

- f. Vendor cart, trailer or vehicle must be reasonably attractive and well maintained in the sole opinion of the Department.

2.3 Agreement Terms and Renewal Options

The selected vendor will enter into a contract with the City of Greenville for the period from July 1, 2016 to June 30, 2017. The contract will be renewable for two (2) subsequent one year periods pending on the satisfactory completion of the contract the previous year. Such determination shall be conducted no later than thirty (30) days prior to the end of the year, at which time the City of Greenville will notify the contractor of its intent to renew.

3.0 CONSULTANT PROJECT SUBMISSIONS

3.1 Submission Details

RESPONSE TO THIS REQUEST FOR PROPOSALS MUST INCLUDE THE FOLLOWING:

Those firms interested in providing professional services for this project must submit one (1) unbound original and five (5) copies and the proposal must include the items specifically enumerated in section 3.2. The proposal packet shall be limited to fifteen (15) double sided pages (30 printed pages, not including the cover page, tabs or required City forms).

3.2 Proposal Development

a. Required content of proposal

The detailed requirements set forth in the **Proposal Format** are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Offerors are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

The information submitted by the Proposer selected for contract award will form the basis for negotiation of a contract. The City of Greenville reserves the right to issue a contract without further negotiation using the data contained in the RFP. The City reserves the right to award a contract to more than one (1) proposer, but shall not award more than one contract for each site. Failure of a prospective Contractor to accept this method of contract development will result in cancellation of the award.

b. **Proposal format:**

The proposal format requirements were developed to aid Proposer's in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

- 1) Transmittal Letter: A transmittal letter must be submitted with an Offeror's Proposal. The letter must include:
 - a) The RFP subject and Bid number
 - b) Name of the Company responding, including mailing address, e-mail address, telephone number and names of contact person.
 - c) The name of the person or persons authorized to make representations on behalf of the Proposer, binding the company to a contract.
- 2) References: List at least three (3) client references for which you have provided services similar in size and scope to those requested herein in the last three (3) years (not including City of Greenville staff) with a brief description of the service provided. Include contact name, telephone number and email address.
- 3) Qualifications: This section must include the following:
 - a) Information on relevant experience and qualifications in delivering services similar to those required by this proposal. Include years' experience with the service proposed.
 - b) Submit evidence that Proposer has the financial capacity to sustain the vending business.
 - c) A description of hiring practices and employment policies.
- 4) Concession Units:
Provide color photographs of all specific concession units that will be used, include cart specifications and dimensions. Photos of all sides are required.
- 5) Employees:
Provide proof your business has sufficient employees to provide coverage at the onset of the contract should you personally not be able to provide the required service. List those persons who will have a management position working with the City, if you are awarded the contract. List name, title or position, and job duties. A resume or summary of experience and qualifications must accompany your proposal for the proprietor and all employees in a management position.

6) Products Offered for Sale

Provide a menu of selected items and prices for each location you are proposing to operate.

7) Costs: Provide the following:

- a) Proposed profit sharing capability
- b) Minimum amount paid to City each month, (i.e. base rent per month or % of gross sales per month, whichever is greater) for Cleveland Park, located at Greenville Zoo.
- c) A description of the internal accounting program for the method of recording, checking and reporting sales, including the proposed cash register system. Internal control of cash handling, including the procedures for holding funds overnight, transporting funds to a bank, etc. In cases where a percentage of sales will be factored into the rent, a monthly accounting statement will be required to be submitted with rent payment.

4.0 Proposal Evaluation Criteria

The City Staff Team will evaluate the proposals based on the factors outlined within this section, which shall be applied to all eligible, responsive proposals in selecting the successful Proposer. The City Team reserves the right to disqualify a proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The City Team reserves the right to investigate the qualifications of any proposer as it deems appropriate.

Award of any bid may be made without discussion with Proposers after responses are received. The City reserves the right to cease negotiations if it is determined that the proposer cannot perform services specified in their response. Proposal evaluation criteria will be grouped into percentage factors as follows:

4.1 Qualification/Experience/Business References (*Maximum 35 points*)

- a. Demonstrated experience in concession and/or food operations
- b. Qualifications of the applicant
- c. Financial ability of the applicant to operate the facility

4.2 Products and Services offered for Sale (*Maximum 30 points*)

- a. Ability to deliver a quality concession menu on an ongoing basis
- b. Appearance and quality of concession facility

4.3 Revenue payable to City (*Maximum 35 points*)

- a. Anticipated monthly revenue proposed to the City

- b. Base rent and/or Percentage of gross revenue to be paid to the City each month of operation.
 - c. Process of tracking and submitting monthly revenue
- 4.4 Compliance with City's Minority and Woman Owned Business Goal (5 points)
- Particular consideration will be given to the proposal that best exemplifies compliance with the City's Minority and Woman Owned Business Goal. The additional points will only be given to proposals with the prime contractor that meets the City's Minority and woman Owned Business criteria.

5.0 SELECTION PROCESS

A project selection committee shall be formed to review and evaluate the proposals. The selection committee members shall complete evaluation forms giving consideration to information provided in the proposals.

GENERAL TERMS AND CONDITIONS

PUBLIC RECORD

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the City's Purchasing Division from 8:00 a.m. to 5:00 p.m., Monday through Friday, at 206 South Main Street, 7th Floor, City Hall, Greenville, South Carolina.

PROPRIETARY INFORMATION

The constrictors are asked for any restriction on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and policies of the City of Greenville South Carolina. All proprietary information shall be labeled as such in the proposal.

BACKGROUND CHECK

The City reserves the right to conduct a background inquiry of each consultant which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the consultant consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

RECORDS

The consultant shall maintain accurate and detailed books, records, correspondence and accounts relating to all parts of the project. Records shall be kept in accordance with sound generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this contract. Such records shall be available during the term of the contract and for four (4) years after final payment under this contract.

REQUIREMENTS

The successful consultant shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

INDEPENDENT CONSULTANT

The selected consultant shall be legally considered an independent consultant and neither the consultant nor its employees shall, under any circumstances, be considered employees of the City; and the City shall be at no time legally responsible for any negligence or other wrong doing by the consultant or its employees. The City shall not withhold from the contract payment to the consultant any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Consultant. Further, the City shall not provide to the consultant any insurance coverage or other benefits, including Workers' Compensation.

JURISDICTION

This agreement shall be governed by the laws of the state of South Carolina.

ASSIGNMENT

The consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without prior written consent of the City.

ACCEPTANCE OF PROPOSAL CONTENT

Before submitting an offer, each respondent shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the offeror receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the consultant for additional compensation.

COMPETITIVE NEGOTIATION SOLICITATION

Negotiations shall be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked firsts shall be formally terminated and negotiations with the offeror ranked second shall be conducted.

FORCE MAJEURE

The consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the City to enforce any provision at any time in accordance with its terms.

FAILURE TO DELIVER

In the event of failure of the consultant to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

EMPLOYMENT DISCRIMINATION

During the performance of the contract, the selected consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of the consultant. The consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a consultant to furnish the required services, and the consultant will furnish to the City requested information and data for this purpose. The City reserves the right to reject any consultant if the evidence submitted by or investigation of the consultant fails to satisfy the City that such consultant is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Consultant will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their proposal. Failure to do so will be at the consultant's own risk.

INDEMNIFICATION

The selected consultant covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the selected consultant's negligent performance or nonperformance of the terms of the contract.

INSURANCE

The consultant shall procure and maintain, during the life of the contract, insurance coverage, for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the consultant's obligations, with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder.

Certificates of insurance must be included in the proposal.

- (a) Commercial General Liability: The consultant shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the consultant and against all claims resulting from damage to any property due to any act or omission of the consultant, his agents, or employees in the operation of the work or the execution of this contract.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the consultant's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and

Property Damage \$1,000,000 per occurrence

- (b) Comprehensive Automobile Liability: The consultant shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles,

or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and

Property Damage \$1,000,000 Combined Single Limit

- (c) South Carolina Workers' Compensation Insurance: The consultant shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation - Statutory Limits

Employers Liability Insurance - \$500,000 - Each Accident

\$500,000 - Disease Each Employee

\$500,000 - Disease Policy Limit

Consultant shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

Consultant and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful consultant shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for bids. It shall be an affirmative obligation upon the consultant to advise the City's Risk Manager at fax number 864-298-2744 or by e-mail to mteal@greenvillesc.gov within two days of the cancellation or substantive change of any insurance policy/coverage required above. Failure to do so shall be construed to be a breach of contract.

Should consultant cease to have insurance as required during any time, all work by consultant pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The consultant shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Subconsultant's Insurance: The consultant shall agree to cause each subconsultant employed by consultant to purchase and maintain insurance of the type specified herein, unless the consultant's insurance provides coverage on behalf of the subconsultant. When requested by the City, the consultant shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subconsultant.

PROFESSIONAL LICENSING

Consultant shall secure and pay for licenses and/or certificates that may be necessary for proper execution and completion of the contract and which are legally required when proposals are received or negotiations concluded.

CITY BUSINESS LICENSE

The Consultant must obtain all business license(s) required by the Greenville City Code and ordinances. A Business License is not required to submit a bid. However, any firm that receives an award under this bid proposal shall be required to obtain a City Business License before work can begin. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Greenville City Business License Division at (864) 467-4550.

TERMINATION FOR CONVENIENCE OR FOR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the selected consultant is not performing as set out in the contract. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

COMPLIANCE WITH LAWS

The selected consultant shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or Municipal Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

RIGHTS RESERVED BY CITY

The right is reserved by the City to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the consultant shall include the attached Non-Collusion Affidavit duly signed by a principal of the firm certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the proposer shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subconsultant in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The proposer shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

It is the policy of the City of Greenville to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Consultant agrees to use their best effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with efficient performance of this contract.

To this end, every consultant or potential consultant with the City is required to complete the S/WO/M BUSINESS ENTERPRISE FORM.

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed.

If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

EMPLOYEE VERIFICATION PER THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

By entering into this Agreement, the Consultant hereby certifies to City that the Consultant will verify the employment status of any new employees, and require any subconsultants or sub-subconsultants performing services hereunder to verify any new employees status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

CERTIFICATION OF COMPLIANCE WITH ANTI-DISCRIMINATION PROVISIONS OF SECTION 11-35-5300, CODE OF LAWS OF SOUTH CAROLINA, 1976

If this Agreement shall have a total potential value of ten thousand dollars (\$10,000.00) or more, and/or unless such goods and/or services are offered to City for at least twenty percent (20%) less than the lowest certifying business, then, by submitting your bid and/or proposal, Contractor hereby certifies to City that Contractor is not currently engaged in, nor will it engage in, the boycott of a person or entity based in or doing business with World Trade Organization members and/or those with which the United States has free trade or other agreements aimed at ensuring open and nondiscriminatory trade relations, with the understanding that Contractor's failure to make such affirmative certification will prevent the City from being able to contract with Contractor, thus affecting a rejection of your bid and/or proposal.

COMPLIANCE WITH THE SOUTH CAROLINA IRAN DIVESTMENT ACT OF 2014

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310 of the Code of Laws of South Carolina, 1976.

NON-APPROPRIATION

Any contract entered into by the City resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

PROPOSAL SUBMISSION SHEET

The following documents must be included with this Request for Proposal:

1. RFP Signature Form (must be signed in ink)
2. Certificate of Insurance showing present coverage
3. Copy of the Offeror's City Business License (A Business License is not required to submit an offer, however, if an award is made, the offeror will have ten (10) days to furnish a copy of the license to the Purchasing Division).
4. Ethics in Public Contracting Certification
5. Non-Collusion Affidavit
6. Small / Woman-Owned / Minority Business Enterprise Form
7. OMB Form 5A
8. OMB Form 5B
9. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
10. Certification of Compliance with the South Carolina Illegal Immigration Reform Act

SIGNATURE FORM

CITY OF GREENVILLE SOUTH CAROLINA RFP NO. 16-3532

OFFEROR'S NAME: _____

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed and agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

Bidder warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Bidder**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Bidder** has not directly induced or solicited any other **Bidder** to submit false or sham bid; **Bidder** has not solicited or sought by collusion to obtain for itself any advantage over any other **Bidder** or other **Owner**.

Bidder has examined copies of all documents and of the following addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

1. COST:

Cleveland Park / Greenville Zoo - Operating Fee

For and in consideration of the Park Concession Services at Cleveland Park / Greenville Zoo, Proposer shall pay to the City of Greenville Parks and Recreation Department an operating fee of \$ _____ per month or _____ % of gross revenue per month, whichever is greater.

Other locations including Gower Park, Timmons Park and Legacy Park

For and in consideration of the Park Concession Services at the above and various locations, Proposer shall pay to the City of Greenville Parks and Recreation Department _____% of gross revenue per event.

2. City of Greenville Business License Number _____

3. Name of Insurance Carriers:

Liability _____ Expires _____

Property Damage _____ Expires _____

Workers' Compensation _____ Expires _____

Professional Liability _____ Expires _____

4. Offeror's Information:

Offeror _____

Post Office Box _____ Zip _____

Street _____ Zip _____

City _____ State _____

Telephone _____ Fax _____

Email _____

*Signature _____ Title _____

Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.

Printed Name _____ Date _____

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ (title) for/of _____ (company/business), the Bidder that has submitted the attached Bid;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
3. He/She is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is made without fraud;
5. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subcontractor in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

DATE

COMPANY/BUSINESS

BY: _____
SIGNATURE

PRINTED NAME

SWORN to before me this _____
day of _____, 20____

ITS: _____
TITLE

Notary Public for _____ (state)

My commission expires _____

By: _____
(signature)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

7. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
8. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
9. Such Bid is genuine and is not a collusive or sham Bid;
10. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Greenville, SC or any person interested in the proposed contract; and
11. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) _____

(title)

Subscribed and sworn to before me
this _____ day of _____, 20____

(signature)

My commission expires _____



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER REGISTRATION
AFFIDAVIT INCOME TAX WITHHOLDING**

I-312
(Rev. 4/27/10)
3323

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (doing business as):

3. Mailing Address: _____

4. Federal Employer Identification Number (FEIN): _____

5. _____ Hiring or Contracting with:
Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:
Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- ☐ The South Carolina Secretary of State or
☐ The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-550 (temporarily doing business or professional services in South Carolina), 12-8-540 (rentals), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____ Date

If Corporate officer, state title: _____

(Name - Please Print)

INFORMATION
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

Our Internet address is: **www.sctax.org**

City of Greenville
Identification of M/WBE Participation (OMB Form 5A)

I, _____
(Name of Bidder/Proposer)

do hereby certify that on this project, we will use the following M/WBEs as subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	* Minority Category

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

The total value of M/WBE contracting will be (\$)_____.

**City of Greenville M/WBE Program
Listing of the Good Faith Efforts (OMB Form 5B)**

Affidavit of _____
(Name of Bidder/Proposer)

I have made a good faith effort to comply under the following areas checked:

- ☐ Contacted M/WBEs that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ Made the construction plans, specifications and requirements available for review by prospective M/WBEs, or providing these documents to them at least 10 days before the bids are due.
- ☐ Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
- ☐ Worked with M/WBE trade, community, or contractor agencies and organizations provide assistance in recruitment of M/WBEs.
- ☐ Attended prebid meetings scheduled by the City.
- ☐ Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ Negotiated in good faith with interested M/WBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a M/WBEs based on lack of qualification should have the reasons documented in writing.)
- ☐ Provided assistance to an otherwise qualified M/WBEs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBEs in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ Negotiated joint venture and partnership arrangements with M/WBEs in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ Provided quick pay agreements and policies to enable M/WBE contractors and suppliers to meet cash-flow demands.

The undersigned hereby certifies that he or she has read the terms of the M/WBE commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
<p>Is this a small business?</p> <p style="text-align: center;">Yes No</p>	<p>A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)</p>
<p>Is this a woman-owned business?</p> <p style="text-align: center;">Yes No</p>	<p>A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.</p>
<p>Is this a minority-owned business?</p> <p style="text-align: center;">Yes No</p> <p>If Yes, please indicate minority group:</p> <p> <input type="checkbox"/> Asian American <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American </p>	<p>A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Native Americans.</p>
<p>Is this a disabled-owned business?</p> <p style="text-align: center;">Yes No</p>	<p>A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.</p>
<p>Is this a veteran-owned business?</p> <p style="text-align: center;">Yes No</p>	<p>A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.</p>
<p>Is this a disabled veteran-owned business?</p> <p style="text-align: center;">Yes No</p>	<p>A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled.</p>
<p>Are the individuals who own, control and operate this business U.S. citizens? Yes No</p>	
<p>Is this business a non-profit organization? Yes No</p>	
<p>Is this business incorporated? Yes No</p>	

* Submit copy of certification certificate, as applicable

I, _____, hereby state and declare that I am the
(name)

_____ of _____, and
(title) (name of entity)

hereby certify to the City of Greenville that, as to any service contract subsequently entered
into with the City of Greenville, that _____
(name of entity)

intends to verify any new employees' status, and require any of my subcontractors or sub-
subcontractors performing services under any contract with the City of Greenville to verify
any new employees' status, per the terms of the South Carolina illegal Immigration Reform
Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

Date: _____